

## **STATE OF ALABAMA ATHLETIC COMMISSION**

### **INVITATION TO BID – ADMINSTRATIVE SERVICES CONTRACT TO:**

#### **PROVIDE ADMINISTRATIVE MANAGEMENT AND LOGISTICAL SUPPORT FOR THE ALABAMA ATHLETIC COMMISSION**

You are invited to submit bids in accordance with the requirements of this solicitation as contained herein.

This solicitation does not commit the State of Alabama or the Alabama Athletic Commission to award a contract, pay any costs incurred with the preparation of a proposal, or procure or contract for the articles, goods or services proposed. The State of Alabama and the Alabama Athletic Commission reserve the right to accept or reject any or all bids received as a result of this request or to cancel this proposal in its entirety or in part if it is in the best interest of the State of Alabama or the Alabama Athletic Commission to do so.

#### **PART I - INTRODUCTION**

It is the intent of the State of Alabama and the Alabama Athletic Commission (herein referred to as “the Board”) to solicit bids for an Administrative Services Contract to provide administrative management and logistical support services for the Alabama Athletic Commission.

#### **PART II - SCOPE OF WORK REQUIRED**

The Contractor shall provide the following services:

##### **A. Office Space and Communications**

##### **1. Office Facilities**

1.1 Provide administrative offices and in-house conference space for meetings as needed by the Board. Facilities should be located in the State of Alabama, preferably in the Montgomery metropolitan area and must provide accessibility for the handicapped. The Board reserves the right to visit and inspect all operations of the Contractor dedicated to the Board’s business at any time during the Contractor’s regular working hours.

1.2 Office facilities should include, but are not limited to, standard office equipment: desks, chairs, tables, etc.; computers, copier machine; and other equipment normally required to conduct such business.

2. Telephone, E-mail, Website and Other Communications Services

2.1 Contractor shall provide information to the public on request, create a communication link between registrants and the Board, to include, but not limited to electronic renewal of licenses and submission of applications and payments online; establish and maintain e-mail communication to all Board members, as well as licensees and the public; and create, establish and maintain the Board's website in a timely manner, to include a roster of all current licensees.

2.2 Contractor will provide a dedicated telephone and fax line in the name of the Board in the Contractor's offices with service during regular business hours, Monday through Friday exclusive of established State holidays; fax line to operate 24 hours a day seven days a week. The telephone number will be listed in the telephone directory under the name "Alabama Athletic Commission".

2.3 Contractor will maintain a mailing address in the name of the "Alabama Athletic Commission". Mail shall be checked daily.

**Insurance and Bonds**

- A. All personnel handling Board funds must be bonded in the amount of \$100,000.
- B. The Contractor must have in place a \$1,000,000 Liability Insurance policy.

**NOTE: Bidder must submit evidence that all insurance and bonds are already in place, or evidence that Bidder has the ability to obtain all insurance and bonds set forth above (evidence consisting of a letter from a insuring or bonding agent). Cost of insurance and bonds is the responsibility of the Contractor and must be include in the total cost of the contract.**

B. Records and Correspondence Concerning Applicants, Registrants and Disciplinary Actions

The Contractor will act as the primary clearinghouse and respository for all correspondence, records and actions of the Board.

1. Correspondence

The Contractor will receive all correspondence submitted in the name of the Board and provide access to such correspondence during the regular business hours to authorized individuals as determined by the Board. The Contractor will provide secretarial services and routinely prepare responses to correspondence. Board correspondence requiring action by Board members will be forwarded to the appropriate Board member(s) or the entire Board as necessary in a manner to be determined by the Board.

## 2. Records

The Contractor will receive all applications for licensure and requests for renewal and provide access to these records during regular business hours to authorized individuals, as determined by the Board. The Contractor shall:

2.1 Maintain a secure filing system with separate files for license classifications, disciplinary actions, and other categories as required. Official records must be retained and maintained in accordance with State regulations.

2.2 Develop and maintain a system for record retention that ensures that confidential information will not be improperly released to unauthorized individuals or to the public at large and maintain insurance coverage for any negligent release of information. The record retention system utilized by the Contractor shall be subject to approval of the Board.

2.3 Develop and maintain Microsoft compatible database and word processing program capabilities from commercially available software for handling applications, licenses, renewals, and notices as required to ensure the proper operation of the Board. Use of other proprietary software programs or programs with limited availability will not be considered. All software programs purchased to support Board activities are the property of the Board. All records and databases generated by the use of aforementioned programs are the property of the Board.

2.4 Maintain records of complaints and Board investigations in a secure facility separate and apart from all other Board records or correspondence.

2.5 Maintain individual records in database format for applications, annual renewals, continuing education data and other information as required for all persons licensed by the Board. The Contractor shall not disclose any information concerning any applicant's license or licensee's file except as required by to Board members or as directed by them.

2.6 Maintain database file(s) suitable for the preparation of an annual directory of all licensees.

### 3. Security

Contractor must maintain a “**clean desk policy**” with respect to all records of the Board. At the end of each workday, all correspondence, applicant’s files, licensees’ files, disciplinary files and other records are to be re-filed and placed in a secure, lockable case or vault. In no instance should any applicant, licensee or disciplinary file be left out for any reason. Should any applicant file be removed from the Board office for any reason, a chain of custody document must be affixed to said file, and a transmittal certificate must be retained for that file by the Contractor in the Board office.

### C. General Administrative Support

Contractor will serve as the “Administrative Office” for the Board providing these services:

1. Prepare and disseminate notices, agendas and minutes for meetings of the Board in a timely manner and as required by law.

2. Provide administrative support necessary to ensure the proper operation of the Board, including but not limited to:

- 2.1 Handling the routing of general correspondence related to the operation and performance of the Board.

- 2.2 Handling complaints and applications for licensure, renewal and reinstatement as specified in the laws or the rules and regulations of the Board. Contractor shall develop an application for licensure as well as procedures for handling applications and renewal of licenses. Also, Contractor will help to identify potential licensees and notify them of licensing requirements.

- 2.3 Issuing licenses to approved applicants.

- 2.4 Conducting periodic inspections of licensees and companies in the security business.

- 2.5 Compiling files and dossiers containing each applicant’s application, vitae, renewal applications, requests for reinstatement and correspondence, together with and supporting data, to be considered by the Board. All files must be complete before being submitted to the Board for review.

2.6 Printing, updating and distributing the most current correspondence of the Board to include notices for license renewals, application packets, licenses, directories, newsletters, handbooks, legal notices, etc.

2.7 Doing other work as may be necessary for the operation of the Board.

3. Maintain all records of the Board in the Contractor's office and provide access to these records during regular business hours according to the policies established by the Board. The Contractor shall maintain general liability insurance covering negligent acts of the Board in the amount of \$1,000,000. At least one copy of all computer records will be kept off-site at a secure facility to be determined by the Board. All computer records, including databases and correspondence, will be "backed-up" on a daily basis to ensure security and safety. One set of the current weekly back-up copies will be kept off-site in a secure facility to be determined by the Board.
4. Receive all revenue due and owing to the Board in the form of license fees, application fees, or any other fees or payment in accordance with the laws and regulations of the State of Alabama and transmit such funds to the State Treasurer on a timely basis. All persons handling monies in the name of the Board shall be bonded in the amount of \$1,000,000.
5. Establish an independent set of computer-based accounting books or records in accordance with the laws and regulations of the State of Alabama, and, together with the State Finance Office, provide necessary bookkeeping services for the Board. All vouchers and payments will be prepared for signature by the designated Board official in accordance with standard State auditing procedures. Contractor is to be familiar with SMART accounting procedures and to comply with all SMART accounting requirements of the State. Commercially available computer accounting programs may be used by the Contractor but must be approved in advance by the State Treasurer and State Auditor. The accounting program and records generated by said program are the property of the Board.
6. Prepare and submit a quarterly financial and activity report for review by the Board at regularly scheduled Board meetings. During an audit, the Contractor will be responsible for providing all information requested by the Examiners of Public accounts.
7. Prepare an annual financial report to be sent to the State Budget Officer; publish an annual roster of licensees; record continuing education units for all licensees; post any other information in each registrant's file as required by the Board in the performance of its duties; keep registrants

informed as to their status before the Board; and perform other tasks as requested by the Board.

8. Assist the Board in the preparation of the annual budget and spending plan and any other reports and documents as may be required.
9. Maintain sufficient liability insurance to protect the Board from any loss or irregularity incurred by the Contractor during the handling of Board business, including but not limited to dealing with the maintenance, storage, and handling of applicant records, licensee records, professional examinations, complaints and disciplinary actions pending before or resolved by the Board, and any other records or files maintained by the Contractor on behalf of the Board. A copy of the insurance form must be presented to the Board and the Board must be named as an additional insured on the policy.
10. Maintain sufficient insurance to cover the loss of any records and equipment owned by the Board in the possession of the Contractor. A copy of the insurance form must be presented to the Board and the Board must be named as an additional insured on the policy.
11. Submit changes in legislation and/or rules and regulations of the Board to the Legislative Reference Service in accordance with State law.
12. Perform other duties as requested and agreed upon by the Board, i.e. provide logistical support for conference planning and regular and emergency meetings of the Board, oversee and administer examinations for licensure, attend national and local meetings and conferences on security related issues as requested by the Board, represent the Board before the State Legislature as the Board's legislative liaison, consult with the Board's legal counsel as needed, and perform any other work as necessary to ensure the continued operation of the Board.

### **PART III - COMPENSATION AND EXPENSES**

#### **A. Base Service Load**

1. Submitters shall use a base load of 125 hours per month for providing the services set forth in Part III. **SCOPE OF WORK REQUIRED.** A fee should be stated for the proposed base load on a monthly contract basis.
2. Submitters shall state the number of hours that they anticipate will be required to perform the services requested.

#### **B. Invoice for Payment**

1. Payment will be approved by the Chairman of the Board for services performed upon submittal of a monthly invoice.
2. Payment shall be made only to the Contractor, and the Board shall have no obligation to any other person or corporation for expenses incurred by the Contractor. The Contractor has no authority to make any contracts, oral or written, in the name of the Board.

#### **PART IV - INDEPENDENT CONTRACTOR**

##### **A. Introduction**

The Contractor is an independent contractor, and the Contractor nor its agents or employees shall be deemed employees of the State of Alabama or of the Board. The Contractor shall be a fulltime management firm with at least three years experience as a professional regulator and possess a working knowledge of the laws affecting state boards in the State of Alabama. The Contractor shall provide the executive, administrative, inspection, secretarial and clerical services described in the aforementioned scope of work. The Contractor shall have no power or authority to bind or otherwise obligate the Board in any manner, except that the Board shall make payment to the Contractor for services and expenses incurred as provided herein.

##### **B. Conflicts of Interest**

The Contractor for the Board shall provide professional services utilizing the highest standards of ethics under the laws of Alabama. They should take special care to avoid any conflicts of interest in providing these services

##### **C. Status**

1. It is understood that neither the Contractor nor his/her employees are state employees, and, as such, are not entitled to the State Merit System under this contract.
2. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment either in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.
3. The Contractor's sole remedy for settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the

Board of Adjustment for the State of Alabama. For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes to utilize appropriate forms of non-binding alternative dispute resolution, including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings, or, where appropriate, private mediators.

## **PART V - CONTRACT TERM**

- A. This contract shall be for a term of twelve (12) months, with possible extensions for subsequent twelve-month periods. It is understood by both parties that this administrative services contract may be terminated at any time by either party upon 60 days written notice to the other party.
- B. The provisions, conditions and terms of this contract are dependent upon the availability of funds to the Board. After the initial twelve (12) month term, the Board reserves the right to negotiate up to a maximum five percent (5%) increase or decrease in the contract price for each of the four subsequent state fiscal years. In the event that insufficient funds are available for the services requested herein, termination or reduction of work effort may be required by the Contractor.

## **PART VI - BID CONTENT**

Each bid must be submitted in writing and include the following:

- 1. A summary of the Submitter's experience in providing administrative and logistical support services.
- 2. A statement of the qualifications and related experience of all personnel who will perform services under the contract.
- 3. A description of the management system to be utilized by the Contractor, to include a security system to protect the Board's files and records.
- 4. A description of the Contractor's physical facilities and equipment available to the Board.
- 5. A statement indicating which computer database and word processing systems will be used for maintaining and managing the Board's records.



7. Submitter's monthly fee for base load services of necessary activities set forth in Part III SCOPE OF WORK REQUIRED.